

## MEMORANDUM OF AGREEMENT

Between **Baronius Press Ltd**, 78 York Street, London W1H 1DP, UNITED KINGDOM

(hereinafter termed the Publishers)

and **nova & vetera e.k.**, Bataverweg 21, 53117 Bonn, GERMANY

(hereinafter termed the Proprietors),

WHEREAS the Proprietors are the proprietors of a work by Ludwig Ott (hereinafter termed the Author) entitled:

Grundriss der katholischen Dogmatik.

(hereinafter termed the Work),

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Subject to the terms detailed in this Agreement, the Proprietors hereby grant to the Publishers the exclusive licence to translate and publish the Work in volume form in the ENGLISH language under the Publishers imprint (hereinafter termed the Licensed Edition) for sale throughout the World: The Publishers agree and undertake that they shall publish the Licensed Edition at the Publishers' sole cost and expense. This agreement does not grant any rights with respect to subsequent editions of the Work.
2. The Publishers will have a period of three years from the date of this contract in which to prepare an English translation of the 11. Edition. This must be submitted for approval by the Publishers to the Proprietors prior to publication. If rejected in writing within 90 days of submission by the Proprietors, additional periods of one year will be provided from the date of the received rejection for the translation of the Work to be resubmitted.
3. The Publishers shall not abridge, expand or otherwise alter the Work without the written consent of the Proprietors.



4. The Proprietors retain the right to reject paragraphs or chapters of the translation throughout the whole continuance of this contract. Therefore the Publishers shall inform the Proprietors whenever a new print is due in order to enable further corrections.
5. The Publishers shall pay to the Proprietors in accordance with the provisions of Clause 15 hereof a Royalty of 5% of the retail price of the Work for each copy sold, except for the first 1000 copies, for which no royalty will be due to the Proprietors.
6. The parties agree on the goal that the work should be made available to the public at a price not higher than the equivalent of German edition. If the Publishers should decide to sell the Licensed Edition at a price exceeding 10 percent of the then current German price based on the then official current exchange rate, a Royalty of 10 % of the retail price of the Work for each copy sold, will be paid for every copy sold at this higher price. Short-term fluctuations of the exchange rates will not be considered if the Publishers adjust their price within 4 months of exceeding the then German price.
7. The Proprietors hereby warrant to the Publishers that they have the right and power to make this Agreement and that according to German law the Work will in no way whatever give rise to a violation of any existing copyright, or a breach of any existing agreement and that nothing in the Work is liable to give rise to a criminal prosecution or to a civil action for damages or any other remedy.
8. The Licence hereby granted to the Publishers shall not be transferred to or extended to include any other party, nor shall the Licensed Edition appear under any imprint other than that of the Publishers, except with the prior written consent of the Proprietors.
9. All Rights in the Work, other than those specifically granted to the Publishers under this Agreement, are reserved by the Proprietors.
10. The name of the Author shall appear with due prominence on the cover, spine, jacket (if any) and title page of every copy of the Licensed Edition issued and on the reverse of the title page shall appear the following Copyright notice as it appears in the English edition of the title together with the following: "Copyright by nova & vetera." The Publishers shall also include an appropriate copyright notice covering the translated text of the Work.
11. Three free copies of the Licensed Edition shall be sent to the Proprietors on publication, together with a note of the actual date of publication, the number of copies of Licensed Edition printed and the published price of the Licensed Edition. For each of the future unchanged editions the Author's Estate will receive one free copy of the Work, three copies of every changed edition. The copies are not for commercial use.
12. The Publishers shall present to the Proprietors a statement of copies sold as at the last day of December of each year. The Royalty will be paid in euros at the official exchange rate of the European Central Bank on the 31<sup>st</sup> December by the 31<sup>st</sup> January of the following year.
13. The Publishers shall be responsible for submitting the necessary copies of the Work to the libraries of legal deposit.
14. This contract to publish will be valid for a term of 15 (fifteen) years from the date of the first submission of the translation by the Publishers as long as the work doesn't go out of print for more than 12 months during this term. If the Licensed Edition goes out of print for more than 12 months during this term all rights shall revert to the Proprietors. If the contract is not to be renewed after the 15 year period, the remaining stock that the Publishers holds may still be sold to whoever requests this work



15. Should a new edition in German be published, and the Proprietors are granted the worldwide copyright, including English language rights for a new edition, the Publisher will be provided with a first refusal to the same rights for to the new edition that it now enjoys for the 11th edition, for a period up until the termination of this contract.
16. All sums which may become due to the Proprietors under this Agreement shall be paid by the Publishers in Euros, without any deduction in respect of exchange or commission or otherwise to:

Account holder: nova vetera eK

IBAN: DE89 4401 0046 0807 2164 68

Bank Identifier Code/ Swift-Code: PBNKDEFF440

Name of the bank: Postbank Dortmund

Postbank Dortmund - Hiltropwall 4-12 - 44137 Dortmund

17. In the event of the Publishers being more than one month in arrears with any payment due from them to the Proprietors or if they fail to fulfil or comply with any of the provisions of this Agreement with one month after written notification from the Proprietors or the Proprietor's representatives of such failure or if the Publishers go into liquidation or declare a suspension of payments then and in any of these events the Proprietors shall be at liberty to terminate this agreement without prejudice to any claims which the Proprietor may have either for monies due and/or damages and/or otherwise.
18. This Agreement shall be governed by the laws and procedures of Germany.
19. Any variation of the contents of this agreement will be considered valid only in the written form.

As witness the hands of the parties:



for and on behalf of nova & vetera e.K.



for and on behalf of Baronius Press

Bonn, January 22<sup>nd</sup> 2009

London, 2<sup>nd</sup> February 2009

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9. All Rights in the Work, other than those specifically granted to the Publishers under this Agreement, are reserved by the Proprietors.
10. The name of the Author shall appear with due prominence on the cover, spine, jacket (if any) and title page of every copy of the Licensed Edition issued and on the reverse of the title page shall appear the following Copyright notice as it appears in the English edition of the title together with the following: "Copyright by nova & vetera." The Publishers shall also include an appropriate copyright notice covering the translated text of the Work.
11. Three free copies of the Licensed Edition shall be sent to the Proprietors on publication, together with a note of the actual date of publication, the number of copies of Licensed Edition printed and the published price of the Licensed Edition. For each of the future unchanged editions the Author's Estate will receive one free copy of the Work, three copies of every changed edition. The copies are not for commercial use.
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18. This Agreement shall be governed by the laws and procedures of Germany.
19. Any variation of the contents of this agreement will be considered valid only in the written form.

As witness the hands of the parties:

*B. Vet*

for and on behalf of nova & vetera e.K.

Bonn, ... *January 26th* 2012

*P. H...*

for and on behalf of Baronius Press

London, ... *26th January* 2012



## ADDENDUM TO THE MEMORANDUM OF AGREEMENT

This Addendum to the Memorandum of Agreement dated 26<sup>th</sup> January 2012 ("*Agreement*") is made and effective on 15<sup>th</sup> January 2015.

Between **Baronius Press Ltd**, 78 York Street, London W1H 1DP, UNITED KINGDOM, (hereinafter called the "*Publishers*")  
and **nova & vetera e.k.**, Estermannstr 71, 53117 Bonn, GERMANY, (hereinafter called the "*Proprietors*"),

WHEREAS the *Proprietors* are the proprietors of a work by Ludwig Ott (hereinafter called the *Author*) entitled:


**Grundriss der katholischen Dogmatik**, 11. Edition, (hereinafter called the "*Work*"),

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The *Publishers* will have a period of five years from the date of the original *Agreement* (26<sup>th</sup> January 2012) in which to prepare an English translation. This must be submitted for approval by the *Publishers* to the *Proprietors* prior to publication. If rejected in writing within 90 days of submission by the *Proprietors*, additional periods of one year will be provided from the date of the received rejection for the translation of the *Work* to be resubmitted.
2. The *Proprietors* agree that the *Publishers* may transfer the whole *Agreement* (including but not limited to all rights, title, interest, obligations, responsibilities and duties) to Baronius Press Ltd of St. Mary's, The Parade, Castletown, IM9 1LG, Isle of Man. The transfer will not change or interrupt in any way the original *Agreement* dated 26<sup>th</sup> January 2012.

IN WITNESS WHEREOF, the parties have executed this Addendum to the *Agreement* on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof

PROPRIETORS



Authorised Signature

Benedikt Trost, Direktor

Printed Name and Title

PUBLISHERS



Authorised Signature

PAVEL KESIK, Director

Printed Name and Title